

Terms and conditions

for the provisions of services by

Ms Alecs Limited, trading as Hong Kong A La Carte

(hereafter the “**Terms & Conditions**”)

1. Information about us and the services we provide.

Who we are. We are Ms Alecs Limited, a company incorporated in Hong Kong with number 1671543. Our registered office and main place of business are at 135 Bonham Strand, Bonham Strand Center 19/F Rooms 4-5, Sheung Wan, Hong Kong. We are licensed by the Travel Agents Registry under the Hong Kong Tourism Commission with number 354230.

1.1 What services we provide. We provide the following services “a la carte” meaning that we offer a great flexibility of combination of the options available as well as variations of the same (“**Services**”):

- 1.1.1 guided tours of Hong Kong: by car, by foot, by boat, by helicopter or any combination of those;
- 1.1.2 concierge services to assist you with the planning of your stay in Hong Kong; and
- 1.1.3 any other service agreed with you, including but not limited to arranging transportation, car hire, cruise hire and hotel accommodation.

1.2 Third-party services. Some of the Services above are provided by independent third-party providers (**Third-Party Providers**). Our proposition of Services will indicate which Services are provided by Third-Party Providers and whether different terms and conditions apply. Note that you are subject to such terms and conditions (especially the provisions for change in bookings and cancellations).

1.3 How to contact us. You can contact us by writing to us at contact@hkalacarte.com.

2. These terms and conditions.

2.1 Acceptance of these Terms & Conditions. Your acceptance of these terms and conditions is implicated by your continuous provision of information to us. Your acceptance does not

extend to our Personal Information Collection Statement (**PICS**) and Waiver of Liability (**Waiver**) for which your express approval will be requested separately.

2.2 What these terms cover. These Terms & Conditions cover the pre-contractual discussions before the Services have been agreed and also the provision and cancellation of the Services.

2.3 Meaning of the references. ‘Our’, ‘ourselves’ ‘us’, ‘we’ shall all refer to Ms Alecs Limited, trading as Hong Kong A La Carte. ‘You’, ‘your’ and ‘yourself’ shall all refer to you. You agree that the headings are inserted for convenience only and shall not affect the construction of these Terms & Conditions.

3. Pre-contractual discussions.

3.1 Enquiries & information exchanged. We endeavour to answer your enquiries promptly and with accurate information. Nevertheless, we need a full picture about you, your group or family and your wishes before being in a position to make a proposition of Services. Thus, you agree that enquiries and information exchanged prior to our proposition of Services does not form a contract and are not binding upon you and us.

3.2 What information we need to make a proposition of Services:

3.2.1 Information about you, your group or family and your wishes. We need all relevant information which may include the following and also other information necessary for certain activities:

- (a) personal information (including name and contact details) for each member of your group or family who would pertain to the tour or other Services;
- (b) special requests, especially health issues, allergies and dietary requirements, for each member of the group or family (adult or minor); and
- (c) what you would like to see or do while in Hong Kong and your travel schedule.

3.2.2 Protection of your personal information.

(a) Purpose of collection.

- (i) All information provided about you, your group or family and your wishes (**Personal Information**) are collected for us to make a proposition of Services further to your enquiry, and to provide the Services agreed with you (including to arrange bookings with Third-Party Providers). If you fail to provide the Personal Information, we may not be able to proceed with your booking.

- (ii) We will not use the Personal Information for any other purposes. If you are interested, you may sign and agree to our separate PICS for our future use of your Personal Information to send you information about Hong Kong and our services from time-to-time.

- (b) **Disclosure of your Personal Information.** The Personal Information may be disclosed to Third-Party Providers when we provide the Services agreed with you (for instance for scheduling and arranging hotel bookings). We may also disclose the Personal Information to any person to whom we must do so as required by the law. The term "disclose" means to transfer, make available or accessible to another person.

- (c) **Our statutory duty to keep records.** We have a duty to keep accounting documents (including invoices and our contract with you) for a period of 7 years. Such documents and also our email correspondences will be stored in a secured storage.

- (d) **Access to and correction of Personal Information.** Under the Personal Data (Privacy) Ordinance (Cap. 486), you may at any time request access to and correct the Personal Information by contacting our Personal Data Protection Officer by email at contact@hkalacarte.com.

4. Our contract with you.

4.1 When a contract is made. A contract (or booking) is made between us when:

- 4.1.1 we have sent you a proposition of Services or you have reserved online; and

- 4.1.2 you have made the payment requested in the proposition of Services within the time limit stated on it and we have confirmed reception of such payment.

For offline requests, we have no obligation to make a proposition of Services to you. It is our discretionary prerogative to decide not to do so without providing any reason to you.

We are not obliged to provide any Services unless and until a contract (or booking) is made according to clauses 4.1.1 & 4.1.2 above.

4.2 Payment terms.

- 4.2.1 For offline bookings, in order to confirm your booking, you should make the payment requested in the proposition of Services either by credit card or by bank transfer as soon as possible, and in any event no later than the payment deadline which will be stipulated in our invoice. The conversion rate shall be paid by you.
- 4.2.2 For online bookings, in order to confirm your reservation, you will have to pay the amount stipulated on the website for the chosen proposition of Services by credit card immediately. The conversion rate shall be paid by you.
- 4.2.3 For both offline and online bookings, a processing fee (**Processing Fee**) of 4% of the total price for the booking will apply for credit card payments.
- 4.2.4 In case a refund is made, the processing fee will not be refunded.

5. Cancellation & refund.

5.1 Cancellation by you. You are fully entitled at any time to request cancellation of the booking. Either of the following arrangement shall apply:

- 5.1.1 **For cancellation notified 15 days or more before the scheduled departure/check-in date:** 50% of the total price paid for the booking less the Processing Fee will be refunded; or
- 5.1.2 **For cancellation notified 14 days or less before the scheduled departure/check-in date:** no refund will be made.

5.2 Cancellation due to a Third-Party Provider.

If the booking is cancelled by or as a result of a Third-Party Provider, we will make our best

effort to reschedule another tour/accommodation but we cannot give you any guarantee. If not possible (e.g. if you have already left Hong Kong), the full amount of the total price paid for the booking less the Processing Fee and any third-party charges arising from such cancellation will be refunded.

5.3 Cancellation due to Black Rain Storm or Typhoon 8 (or above), or Force Majeure Event. For cancellation due to any of the following circumstances, we will make our best effort to reschedule another tour/accommodation but we cannot give you any guarantee. If not possible (e.g. if you have already left Hong Kong), the full amount of the total price paid for the booking less the Processing Fee will be refunded.

5.3.1 "Black Rain Storm" or "Typhoon 8" (or above) means a warning signal raised by the Hong Kong Observatory; or

5.3.2 A force majeure event means other unforeseeable circumstances such as war (actual or threatened), terrorist activity (actual or threatened), civil unrest or riots, industrial action, other severe weather conditions, natural disaster, traffic and road closures, any unforeseen changes to public transport, power failures, outbreak of illness or any other similar event which could not be prevented by us even with reasonable care.

5.4 When the refund will be arranged. Subject to receiving your complete and correct bank details, we will arrange the refund to you within 14 (fourteen) days after cancellation is confirmed by us by way of bank transfer. You shall bear the bank charges for arranging the refund.

6. No travel insurance cover included. We are not responsible for maintaining any form of insurance for participants in respect of the provision of our Services and that of the booking. All participants should be regarded as carrying their own risk with respect to loss or injury to person or property, and should take out a travel insurance with appropriate covers. You are hereby reminded that when taking out such travel insurance, you should:

6.1 Check the insurance policy carefully, especially its scope of cover which should include personal

accident, medical expenses, property loss and damage, and cancellation cover; and

6.2 Check the limits on the amount to be paid by the insurer and exclusion clauses.

7. Behaviour policies.

7.1 General policy. You agree to be considerate to others and to the environment during the provision of our Services to you, which implies that you abstain to behave in a manner which may cause upset, offence or ill-health, or which may pose a nuisance or risk, to any person. You also agree to comply with the tour guide's reasonable instructions.

7.2 Specific policy. You will be informed in advance of any specific policy applicable to certain activities or places.

7.3 If you do not abide to the general behaviour policy above or any relevant specific policy, we reserve the right to cancel the tour and you will not be entitled to any refund.

8. Miscellaneous.

8.1 For the sake of clarity, you should send all requests and notifications to us by email.

8.2 If any part of these Terms & Conditions is held to be invalid, illegal or unenforceable, such part shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms & Conditions.

8.3 If there is any conflict in the meaning between the English and the French version of these Terms & Conditions, its English version shall prevail.

8.4 All disputes and matters arising under or in connection with or incident to our responsibilities shall be subject to the laws of Hong Kong Special Administrative Region, and the parties agree to be subject to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.